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Telecom and Utilities Exchange, Inc.

Additional counsel listed on signature page

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

CYNTHIA TODD,

Plaintiff,

v.

AT&T CORP., EQUIFAX INFORMATION
SERVICES, LLC, NATIONAL CONSUMER
TELECOM and UTILITIES EXCHANGE,
INC., EXPERIAN INFORMATION
SOLUTIONS, INC., and DOES 1-10.

Defendants.

CASE NO. 16-cv-03357-HSG

**DEFENDANT NATIONAL CONSUMER
TELECOM AND UTILITIES
EXCHANGE, INC.'S ANSWER, WITH
DEFENSES, TO PLAINTIFF'S FIRST
AMENDED COMPLAINT**

Defendant NATIONAL CONSUMER TELECOM and UTILITIES EXCHANGE, INC.
("NCTUE"), through its attorneys of record, Hanson Bridgett LLP, hereby files the following
Answer, with Separate Defenses, to Plaintiff's First Amended Complaint (the "Complaint") filed
by Plaintiff Cynthia Todd, as follows:

PRELIMINARY STATEMENT

In answering the Complaint, NCTUE states that it is responding to allegations on behalf of
itself only, even where the allegations pertain to alleged conduct by all Defendants. NCTUE
denies any and all allegations in the headings and/or unnumbered paragraphs in the Complaint.

Case No. 16-cv-03357-HSG
DEFENDANT NATIONAL CONSUMER TELECOM AND UTILITIES EXCHANGE, INC.'S ANSWER,
WITH DEFENSES, TO PLAINTIFF'S FIRST AMENDED COMPLAINT

ANSWER

In response to the specifically enumerated paragraphs of the Complaint, NCTUE states as follows:

1. NCTUE lacks information sufficient to form a belief as to the truth of the allegations of Paragraph 1 of the Complaint and therefore denies the same.

2. NCTUE lacks information sufficient to form a belief as to the truth of the allegations of Paragraph 2 of the Complaint and therefore denies the same.

3. NCTUE lacks information sufficient to form a belief as to the truth of the allegations of Paragraph 3 of the Complaint and therefore denies the same.

4. NCTUE lacks information sufficient to form a belief as to the truth of the allegations of Paragraph 4 of the Complaint and therefore denies the same.

5. NCTUE lacks information sufficient to form a belief as to the truth of the allegations of Paragraph 5 of the Complaint and therefore denies the same.

6. NCTUE denies the allegations set forth in the first sentence of paragraph 6 of the Complaint. NCTUE denies the allegations set forth in the second sentence of paragraph 6 of the Complaint but avers that NCTUE is an FCRA-compliant consumer credit data exchange to which its members contribute data concerning their customers, including identifying information and other relevant account information, including payment history.

7. NCTUE lacks sufficient information as to the truth of the allegations of Paragraph 7 of the Complaint and therefore denies the same.

8. NCTUE lacks sufficient information as to the truth of the allegations of Paragraph 8 of the Complaint and therefore denies the same.

9. NCTUE lacks sufficient information as to the truth of the allegations of Paragraph 9 of the Complaint and therefore denies the same.

10. NCTUE lacks sufficient information as to the truth of the allegations of Paragraph 10 of the Complaint and therefore denies the same.

11. NCTUE denies the allegations set forth in paragraph 11 of the Complaint but avers that NCTUE is an FCRA-compliant consumer credit data exchange to which its members

1 contribute data concerning their customers, including identifying information and other relevant
2 account information, including payment history.

3 12. NCTUE denies as written the allegations set forth in paragraph 12. NCTUE admits
4 that AT&T contributes data concerning its customers to NCTUE.

5 13. NCTUE lacks sufficient information as to the truth of the allegations of Paragraph
6 13 of the Complaint and therefore denies the same.

7 14. NCTUE lacks sufficient information as to the truth of the allegations of Paragraph
8 14 of the Complaint and therefore denies the same.

9 15. NCTUE lacks sufficient information as to the truth of the allegations of Paragraph
10 15 of the Complaint and therefore denies the same.

11 16. NCTUE denies the allegations set forth in paragraph 16 of the Complaint.

12 17. NCTUE lacks sufficient information as to the truth of the allegations of Paragraph
13 17 of the Complaint and therefore denies the same.

14 18. NCTUE lacks sufficient information as to the truth of the allegations of Paragraph
15 18 of the Complaint and therefore denies the same.

16 19. NCTUE lacks sufficient information as to the truth of the allegations of Paragraph
17 19 of the Complaint and therefore denies the same.

18 20. NCTUE lacks sufficient information as to the truth of the allegations of Paragraph
19 20 of the Complaint and therefore denies the same.

20 21. NCTUE lacks sufficient information as to the truth of the allegations of Paragraph
21 21 of the Complaint and therefore denies the same.

22 22. NCTUE lacks sufficient information as to the truth of the allegations of Paragraph
23 22 of the Complaint and therefore denies the same.

24 23. NCTUE lacks sufficient information as to the truth of the allegations of Paragraph
25 23 of the Complaint and therefore denies the same.

26 24. NCTUE lacks sufficient information as to the truth of the allegations of Paragraph
27 24 of the Complaint and therefore denies the same.

28 25. NCTUE lacks sufficient information as to the truth of the allegations of Paragraph

1 25 of the Complaint and therefore denies the same.

2 26. NCTUE lacks sufficient information as to the truth of the allegations of Paragraph
3 26 of the Complaint and therefore denies the same.

4 27. NCTUE lacks sufficient information as to the truth of the allegations of Paragraph
5 27 of the Complaint and therefore denies the same.

6 28. NCTUE lacks sufficient information as to the truth of the allegations of Paragraph
7 28 of the Complaint and therefore denies the same.

8 29. NCTUE denies the allegations set forth in paragraph 29 of the Complaint.

9 30. NCTUE lacks sufficient information as to the truth of the allegations of Paragraph
10 30 of the Complaint and therefore denies the same.

11 31. NCTUE lacks sufficient information as to the truth of the allegations of Paragraph
12 31 of the Complaint and therefore denies the same.

13 32. NCTUE lacks sufficient information as to the truth of the allegations of Paragraph
14 32 of the Complaint and therefore denies the same.

15 33. NCTUE denies the allegations set forth in paragraph 33 of the Complaint.

16 34. NCTUE lacks sufficient information as to the truth of the allegations of Paragraph
17 34 of the Complaint and therefore denies the same.

18 35. NCTUE denies the allegations set forth in paragraph 35 of the Complaint.

19 36. NCTUE denies the allegations set forth in paragraph 36 of the Complaint.

20 37. NCTUE denies the allegations set forth in paragraph 37 of the Complaint.

21 38. NCTUE lacks sufficient information as to the truth of the allegations of Paragraph
22 38 of the Complaint and therefore denies the same.

23 39. NCTUE lacks sufficient information as to the truth of the allegations of Paragraph
24 39 of the Complaint and therefore denies the same.

25 40. NCTUE lacks sufficient information as to the truth of the allegations of Paragraph
26 40 of the Complaint and therefore denies the same.

27 41. NCTUE lacks sufficient information as to the truth of the allegations of Paragraph
28 41 of the Complaint and therefore denies the same.

1 42. NCTUE lacks sufficient information as to the truth of the allegations of Paragraph
2 42 of the Complaint and therefore denies the same.

3 43. NCTUE denies the allegations set forth in paragraph 43 of the Complaint but avers
4 that NCTUE is an FCRA-compliant consumer credit data exchange to which its members
5 contribute data concerning their customers, including identifying information and other relevant
6 account information, including payment history.

7 44. NCTUE lacks sufficient information as to the truth of the allegations of Paragraph
8 44 of the Complaint and therefore denies the same.

9 45. NCTUE lacks sufficient information as to the truth of the allegations of Paragraph
10 45 of the Complaint and therefore denies the same.

11 46. NCTUE lacks sufficient information as to the truth of the allegations of Paragraph
12 46 of the Complaint and therefore denies the same.

13 47. NCTUE repeats its responses and defenses to Paragraph 1-46 of the Complaint.

14 48. Paragraph 48 of the Complaint is not directed to NCTUE, but out of an abundance
15 of caution, NCTUE states that it lacks sufficient information as to the truth of the allegations of
16 Paragraph 48 of the Complaint and therefore denies the same.

17 49. Paragraph 49 of the Complaint is not directed to NCTUE, but out of an abundance
18 of caution, NCTUE states that it lacks sufficient information as to the truth of the allegations of
19 Paragraph 49 of the Complaint and therefore denies the same.

20 50. Paragraph 50 of the Complaint is not directed to NCTUE, but out of an abundance
21 of caution, NCTUE states that it lacks sufficient information as to the truth of the allegations of
22 Paragraph 50 of the Complaint and therefore denies the same.

23 51. Paragraph 51 of the Complaint is not directed to NCTUE, but out of an abundance
24 of caution, NCTUE states that it lacks sufficient information as to Plaintiff's allegations of
25 damages suffered and the basis for the requested relief being sought and therefore denies the same.

26 52. NCTUE repeats its responses and defenses to Paragraph 1-51 of the Complaint.

27 53. Paragraph 53 of the Complaint is not directed to NCTUE, but out of an abundance
28 of caution, NCTUE states that it lacks sufficient information as to the truth of the allegations of

1 Paragraph 53 of the Complaint and therefore denies the same.

2 54. Paragraph 54 of the Complaint is not directed to NCTUE, but out of an abundance
3 of caution, NCTUE states that it lacks sufficient information as to the truth of the allegations of
4 Paragraph 54 of the Complaint and therefore denies the same.

5 55. Paragraph 55 of the Complaint is not directed to NCTUE, but out of an abundance
6 of caution, NCTUE states that it lacks sufficient information as to Plaintiff's allegations of
7 damages suffered and the basis for the requested relief being sought and therefore denies the same.

8 56. NCTUE repeats its responses and defenses to Paragraph 1-55 of the Complaint.

9 57. Paragraph 57 of the Complaint is not directed to NCTUE, but out of an abundance
10 of caution, NCTUE states that it lacks sufficient information as to the truth of the allegations of
11 Paragraph 57 of the Complaint and therefore denies the same.

12 58. Paragraph 58 of the Complaint is not directed to NCTUE, but out of an abundance
13 of caution, NCTUE states that it lacks sufficient information as to the truth of the allegations of
14 Paragraph 58 of the Complaint and therefore denies the same.

15 59. Paragraph 59 of the Complaint is not directed to NCTUE, but out of an abundance
16 of caution, NCTUE states that it lacks sufficient information as to Plaintiff's allegations of
17 damages suffered and the basis for the requested relief being sought and therefore denies the same.

18 60. NCTUE repeats its responses and defenses to Paragraph 1-59 of the Complaint.

19 61. Paragraph 61 of the Complaint is not directed to NCTUE, but out of an abundance
20 of caution, NCTUE states that it lacks sufficient information as to the truth of the allegations of
21 Paragraph 61 of the Complaint and therefore denies the same.

22 62. Paragraph 62 of the Complaint is not directed to NCTUE, but out of an abundance
23 of caution, NCTUE states that it lacks sufficient information as to the truth of the allegations of
24 Paragraph 62 of the Complaint and therefore denies the same.

25 63. Paragraph 63 of the Complaint is not directed to NCTUE, but out of an abundance
26 of caution, NCTUE states that it lacks sufficient information as to Plaintiff's allegations of
27 damages suffered and the basis for the requested relief being sought and therefore denies the same.

28 64. NCTUE repeats its responses and defenses to Paragraph 1-63 of the Complaint.

1 65. NCTUE lacks sufficient information as to the truth of the allegations of Paragraph
2 65 of the Complaint and therefore denies the same.

3 66. NCTUE denies the allegations set forth in paragraph 66 of the Complaint.

4 67. NCTUE denies the allegations set forth in paragraph 67 of the Complaint.

5 68. NCTUE repeats its responses and defenses to Paragraph 1-67 of the Complaint.

6 69. NCTUE lacks sufficient information as to the truth of the allegations of Paragraph
7 69 of the Complaint and therefore denies the same.

8 70. NCTUE denies the allegations set forth in paragraph 70 of the Complaint.

9 71. NCTUE denies the allegations set forth in paragraph 71 of the Complaint.

10 72. NCTUE repeats its responses and defenses to Paragraph 1-71 of the Complaint.

11 73. Paragraph 73 of the Complaint is not directed to NCTUE, but out of an abundance
12 of caution, NCTUE states that it lacks sufficient information as to the truth of the allegations of
13 Paragraph 73 of the Complaint and therefore denies the same.

14 74. Paragraph 74 of the Complaint is not directed to NCTUE, but out of an abundance
15 of caution, NCTUE states that it lacks sufficient information as to the truth of the allegations of
16 Paragraph 74 of the Complaint and therefore denies the same.

17 75. Paragraph 75 of the Complaint is not directed to NCTUE, but out of an abundance
18 of caution, NCTUE states that it lacks sufficient information as to Plaintiff's allegations of
19 damages suffered and the basis for the requested relief being sought and therefore denies the same.

20 **SEPARATE DEFENSES**

21 As separate and distinct defenses to the Complaint, to each and every purported claim
22 thereof, and without admitting or acknowledging that it bears the burden of proof as to any of
23 them, Defendant NCTUE alleges:

24 **First Separate Defense**

25 The Complaint fails to state a claim upon which relief can be rendered.

26 **Second Separate Defense**

27 NCTUE has not breached any alleged duty claimed to be owed to Plaintiff, whether based
28 on statute or any other source.

1 **Third Separate Defense**

2 NCTUE appropriately relied on its vendor to carry out any investigation of Plaintiff's
3 concerns and to respond as required to any such issues that were identified.

4 **Fourth Separate Defense**

5 No alleged action or failure to act on the part of NCTUE is the proximate cause of any
6 damages alleged to have been suffered by Plaintiff.

7 **Fifth Separate Defense**

8 NCTUE, both directly and through its vendor, has complied with the FCRA in dealing
9 with Plaintiff's issues and it is entitled to each and every defense available under the Act, including
10 but not limited to each and every limitation of liability.

11 **Sixth Separate Defense**

12 Plaintiff is not entitled to statutory or punitive damages, and has suffered no actual
13 damages to which Plaintiff is entitled to recover.

14 **Seventh Separate Defense**

15 NCTUE reserves the right to amend or add to these separate defenses in light of further
16 discovery and factual investigation, as well as the contents of subsequent pleadings of the other
17 parties in this case.

18 **RESPONSE TO PLAINTIFF'S PRAYER FOR RELIEF**

19 NCTUE denies that Plaintiff is entitled to any of the relief sought in Plaintiff's Prayer for
20 Relief, or any of its subparagraphs.

21 **RESPONSE TO PARTIES' JURY DEMANDS**

22 NCTUE admits that Plaintiff (and, to date, one of the Defendants) has demanded trial by
23 jury and likewise demands trial by jury on all matters where a right to a jury is present.

24 **WHEREFORE**, having fully answered or otherwise responded to the allegations in
25 Plaintiff's Complaint, Defendant NCTUE prays that:

- 26 (1) this matter be dismissed;
- 27 (2) that Plaintiff take nothing by way of her claims;
- 28 (3) that NCTUE recover all of its costs and reasonable and necessary attorney's fees as

1 allowed by law; and

2 (4) that Defendant NCTUE be awarded such other and further relief, both at law and
3 in equity, to which it may be justly entitled.

4 DATED: September 7, 2016

HANSON BRIDGETT LLP

6 By: /s/ Geoffrey R. Pittman

LORI C. FERGUSON

GEOFFREY R. PITTMAN

8 BAKER, DONELSON, BEARMAN,
9 CALDWELL, & BERKOWITZ, P.C.

CRAIG L. CAESAR (La. SBN 19235) (*pro hac*
10 *vice* application forthcoming)

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